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ABSTRACT

Collective bargaining is a bilateral decision-making process where representatives of the faculty and of the college must come to some mutual agreement on items that are listed in the body of the contract. Typically, the adversarial or competitive bargaining approach is used to resolve differences between the two sides, but there are some mutually beneficial approaches that can have the same end result without increasing the negative costs frequently associated with the adversarial approach. At Genesee Community College (GCC), a reduction in force led to a bitter round of negotiations in 1977, after eight previous years of generally satisfactory negotiations. In the 1980 negotiations, the management negotiators were determined to avoid a confrontational approach and sought to develop a cooperative relationship with the union representatives based on mutual trust and a communication of the desire and intent to cooperate. In the negotiations, the parties were prepared to agree to the college paying the employees' share of FICA instead of an 8-9% pay raise which would have been unacceptable to the county legislators. The management was able to use the money saved from the salary agreement to grant health benefits to the faculty; and the faculty were prepared to grant a longer contract period and extra contact hours in the third and fourth years of the contract. Overall, the college was able to maintain a number of clauses that had been beneficial in the past, e.g., a retrenchment clause, and a four-year renewable contract for faculty in lieu of tenure. The cooperative approach to negotiations developed at GCC has the potential for leaving the parties feeling better about themselves, the people they work with, and the institution. (HB)

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MUTUALLY BENEFITICAL COLLECTIVE BARGAINING

IN A COMMUNITY COLLEGE

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THE 13TH ANNUAL CONFERENCE OF THE NATIONAL CENTER
FOR THE STUDY OF COLLECTIVE BARGAINING
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PAPER PRESENTED BY: STUART STEINER
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MUTUALLY BENEFICIAL COLLECTIVE BARGAINING IN A COMMUNITY COLLEGE

THE PROCESS OF COLLECTIVE NEGOTIATIONS OR MUTUALLY BENEFICIAL BARGAINING OR BARGAINING BY ANY OTHER NAME WILL DIFFER FROM COLLEGE TO COLLEGE -- AND CAN DIFFER FROM YEAR TO YEAR AT THE SAME COLLEGE. HOWEVER, BEFORE YOU CAN DISCUSS VARIATIONS AND ALTERNATIVES TO THE TRADITIONAL COLLECTIVE BARGAINING PROCESS -- ONE MUST UNDERSTAND SOME BASIC CONCEPTS ABOUT BARGAINING THAT I MIGHT LABEL "THE CHOREOGRAPHY OF COLLECTIVE BARGAINING."

THE COLLECTIVE BARGAINING PROCESS, IN GENERAL, MIGHT BE FAIRLY DESCRIBED AS BEING VERY SIMILAR TO A RITUAL OR A WELL DESIGNED DANCE PRODUCTION. IN BARGAINING, MANY THINGS THAT HAPPEN WHICH GIVE THE

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ILLUSION OF BEING SPONTANEOUS ARE OFTEN ALL PART OF A WELL PLANNED CHOREOGRAPHY.

FOR EXAMPLE, ONE OF THE OLD TIME HONORED BELIEFS IS THAT YOU SHOULD NOT COME TO AN AGREEMENT TOO EARLY IN THE NEGOTIATING PROCESS GAME, FOR, IF YOU DO, THIS ACTION COULD HAVE SOME LONG TERM NEGATIVE EFFECTS. LENGTHY AND TIME DEADLINE NEGOTIATIONS WERE PART OF THE STANDARD RITUAL THAT MANY PEOPLE FEEL MUST BE GONE THROUGH IN ORDER TO COME TO A FINAL CONTRACT AGREEMENT.

TO FULLY UNDERSTAND THIS, IT MUST BE REMEMBERED THAT NEGOTIATIONS IS <u>NOT</u> A PROCESS OF REASON. THE PROCESS IS NEITHER REASONABLE NOR IS IT LOGICAL, BUT IT <u>IS</u> TO A LARGE EXTENT, A PROCESS OF STRUCTURE AND PLANNING. THE PROCESS DOES HAVE MANY SOCIOLOGICAL AND PSYCHOLOGICAL AS WELL AS POLITICAL ASPECTS ASSOCIATED WITH IT. THE CHIEF NEGOTIATORS FOR BOTH SIDES MUST BE FULLY COGNIZANT OF THE VARIOUS ASPECTS AT WORK DURING THE NEGOTIATION PROCESS.

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IT IS ALSO IMPORTANT TO REMEMBER THAT NEGOTIATIONS IS NOT A WIN OR LOSE SITUATION. THE NAME OF THE GAME IS AGREEMENT. THE PURPOSE OF NEGOTIATIONS IS TO BRING ABOUT A FAIR AGREEMENT FOR YOUR SIDE. IF YOU THINK IN TERMS OF "WINNING", YOU MAY INDEED WIN ONE YEAR WHEN ALL CIRCUMSTANCES ARE ON YOUR SIDE. BUT YOU COULD LOSE IT ALL NEXT YEAR, IF YOU ARE SUCCESSFUL IN AN OVERKILL. WE NEED TO REMEMBER THAT COLLECTIVE NEGOTIATIONS IS INDEED A BILATERAL DECISION-MAKING PROCESS WHERE REPRESENTATIVES OF THE FACULTY AND OF THE COLLEGE MUST COME TO SOME MUTUAL AGREEMENT ON ITEMS THAT ARE LISTED IN THE BODY OF THE CONTRACT. IT HAS BEEN SAID THAT THE BEST CONTRACT IS ONE WHERE BOTH PARTIES ARE "MUTUALLY DISSATISFIED" WITH THE TERMS OF THE CONTRACT THAT THEY HAVE FINALLY AGREED UPON. MANY PEOPLE ALSO BELIEVE THAT THEORETICALLY THE BEST CONTRACT IS ONE THAT IS MADE BY TWO (2) PARTIES WITH THE

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STRONGEST DISAGREEMENT -- SINCE THE CONCEPT IS THAT A CONTRACT IS A LEGAL DOCUMENT THAT BRIDGES DIFFERENCES.

TYPICALLY THE "ADVERSARIAL" OR WHAT DR. BIRNBAUM CALLS THE "COMPETITIVE" BARGAINING APPROACH IS USED TO RESOLVE THESE DIFFERENCES -- BUT THERE ARE SOME MUTUALLY BENEFICIAL APPROACHES THAT MAY HELP YOU REACH THE SAME END RESULT -- WITHOUT INCREASING THE NEGATIVE COSTS THAT ARE FREQUENTLY ASSOCIATED WITH THE ADVERSARIAL APPROACH.

WHILE I WILL USE THE GENESEE COMMUNITY COLLEGE'S EXPERIENCE TO ILLUSTRATE SOME OF THE CONCEPTS -- THEY ARE CONCEPTS THAT MIGHT BE ADOPTED ANYWHERE THAT HAS THE RIGHT ATMOSPHERE, AND WHERE SOME PROVEN POSITIVE ATTITUDES EXIST AMONG BOTH THE FACULTY AND ADMINISTRATION.

GENESEE COMMUNITY COLLEGE IS ONE OF 30 STATE UNIVERSITY OF NEW YORK OR SUNY COMMUNITY COLLEGES. IN THE SUNY SYSTEM EACH COMMUNITY COLLEGE HAS ITS OWN

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GOVERNING BOARD -- A NINE-MEMBER BOARD OF TRUSTEES -- AND A LOCAL SPONSOR -- IN MOST CASES THE SPONSOR IS EITHER A SINGLE OR SEVERAL COUNTIES. THE COUNTY LEGISLATURE OF THESE COUNTIES ARE THE LEGAL EMPLOYERS OF ALL COMMUNITY COLLEGE EMPLOYEES. COLLECTIVE BARGAINING IS DONE UNDER THE PUBLIC EMPLOYEES RELATIONS ACT, COMMONLY KNOWN IN NEW YORK AS THE "TAYLOR LAW." THE FACT THAT THE LEGAL EMPLOYER IS THE SPONSORING COUNTY NOT THE BOARD OF TRUSTEES PRESENTS A WHOLE SERIES OF POTENTIAL PROBLEMS. WITH THIS VERY BRIEF BACKGROUND, LET ME MOVE ON TO DISCUSS MUTUALLY BENEFICIAL COLLECTIVE BARGAINING WITHIN THIS SETTING.

THE TRADITIONAL APPROACH TO COLLECTIVE BARGAINING HAS BEEN THE "ADVERSARIAL MODEL". THIS APPROACH HAS TRADITIONALLY BEEN ASSOCIATED WITH BIG BUSINESS AND BIG UNION LABOR NEGOTIATIONS.

USING THIS APPROACH IN A COMMUNITY COLLEGE SETTING, AFTER A CERTAIN POINT OF TIME PASSES, WITH NO

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RESULTANT CONTRACT, THE UNION MAY FEEL IT NEEDS TO PUT SOME PRESSURE ON THE COLLEGE AND THEY MAY DO INFORMATIONAL PICKETING, GO ON STRIKE IN SOME STATES, PUBLISH INFORMATION IN A LOCAL NEWSPAPER, AND EVEN START A PUBLIC RELATIONS CAMPAIGN -- FREQUENTLY A "NEGATIVE" ONE ACCUSING THE BOARD AND ADMINISTRATION OF SUCH THINGS AS INEFFICIENCY, INSENSITIVITY TO STUDENT NEEDS, NOT PROVIDING THE NECESSARY RESOURCES TO GIVE THE STUDENTS THE RIGHT EDUCATIONAL EXPERIENCES, ETC.

ALL TOO OFTEN THE BOARD COUNTERS WITH STATEMENTS ABOUT THE EASY WORK YEAR OF FACULTY, AND OTHER TYPES OF NEGATIVE REMARKS SUCH AS THE LACK OF PRODUCTIVITY OF FACULTY.

WHO DO THE NEWSPAPERS, RADIO AND PUBLIC BELIEVE? UNFORTUNATELY, ESPECIALLY IN A LOCAL COMMUNITY COLLEGE SETTING, THEY ARE HAPPY TO BELIEVE BOTH SIDES -- WITH THE RESULT BEING A MAJOR NEGATIVE IMAGE FOR THE COLLEGE -- WITHIN ITS SERVICE AREA. GENESEE WENT

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THROUGH THIS TYPE OF "NEGATIVE" NEGOTIATIONS IN 1977 -- AFTER EIGHT (8) YEARS OF NEGOTIATIONS THAT WERE GENERALLY SATISFACTORY WITH FAIRLY STANDARD "GIVE AND TAKE" SITUATIONS.

A REDUCTION OF STAFF, UNDER THE RETRENCHMENT PROVISIONS OF THE CONTRACT, LED TO NEW UNION LEADERSHIP WITH AN AVOWED "WE'LL GET THEM" ATTITUDE. THE RESULTS OF THIS NEGOTIATIONS APPROACH WAS SATISFACTORY NEITHER TO THE COLLEGE NOR TO THE FACULTY. SUFFICE TO SAY, THE 1977 NEGOTIATIONS WERE BITTER. FOR CONTRACT NEGOTIATIONS IN 1980, WE FELT THAT THERE MUST BE A BETTER WAY TO APPROACH THIS PROCESS -- ONE THAT WOULD BENEFIT THE COLLEGE AS A WHOLE. WE FELT THAT WE COULD DO THIS IF WE COULD FIND A WAY TO GET THE BOARD, COUNTY, AND FACULTY THE THINGS THEY MOST NEEDED IN ORDER TO GET THE CONTRACT APPROVED. WE FELT THAT WE COULD ONLY GET TO THIS POINT IF WE DIDN'T APPROACH BARGAINING FROM A "WINNING" OR "LOSING" SITUATION.

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IN ADDITION, WHEN USING THE NORMAL "TIMING" PROCESS OF NEGOTIATIONS — LITTLE OR NOTHING GENERALLY HAPPENS UNTIL A FEW WEEKS BEFORE OR AFTER THE PRESENT CONTRACT EXPIRES.

"TIMING" IS A KEY CONCEPT WITHIN THE NEGOTIATIONS PROCESS, ESPECIALLY IN TERMS OF GETTING THINGS RESOLVED EARLY. GENERALLY, IT IS USUALLY DIFFICULT TO GET THINGS DONE EARLY DURING THE NEGOTIATIONS PROCESS. HOWEVER, WE SETTLED ALL THE ISSUES OF OUR 1980 CONTRACT FIVE MONTHS BEFORE OUR OLD CONTRACT EXPIRED. SOME OF THE TIMING PROBLEMS THAT AROSE INVOLVED DEALING WITH FEELINGS SUCH AS THESE:

1) "IF THE FACULTY ACCEPTED SO EARLY WE MUST HAVE GIVEN AWAY TOO MUCH." (COUNTY LEGISLATURE)

2) "THERE IS NO HURRY TO RATIFY THE CONTRACT SINCE THERE ARE STILL 5 MONTHS LEFT ON THE OLD CONTRACT." (COUNTY LEGISLATURE)

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3) "IF THE COLLEGE IS WILLING TO GIVE US THIS MUCH NOW, IF WE WAIT ANOTHER 4 OR 5 MONTHS WE CAN GET MORE." (FACULTY) (THE BOARD MIGHT TAKE THE SAME VIEW ABOUT THE FACULTY.)

WHY SHOULD WE BE INTERESTED IN COOPERATIVE BARGAINING? OUR EXPERIENCE SHOWS THAT BOTH THE COLLEGE AND THE FACULTY SUFFERED SOME MAJOR NEGATIVE AFTER EFFECTS FROM THE ADVERSARIAL APPROACH WHERE CONFRONTATION INSTEAD OF COOPERATION WAS THE MAJOR TONE OF THE 1977 NEGOTIATION SESSIONS. THE ADVERSARIAL MODEL PRESENT MANY OPPORTUNITIES FOR DECISIVENESS DURING NEGOTIATIONS AND, JUST AS IMPORTANT, FOR NEGATIVE FEELING DURING THE PERIOD OF CONTRACT ADMINISTRATION.

MUTUALLY BENEFICIAL COOPERATIVE BARGAINING NEEDS SEVERAL KEY INGREDIENTS TO BE SUCCESSFUL. FIRST AND FOREMOST IS <u>MUTUAL TRUST</u>. THEN THERE MUST BE AN INTENT TO COOPERATE AND A CLEAR <u>COMMUNICATION</u> OF THE <u>DESIRE AND INTENT TO COOPERATE</u>.

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WHEN YOU COMMUNICATE THIS INTENT YOU HAVE THE START. IF THE OTHER SIDE HAS NO INTEREST — YOU HAVEN'T LOST ANYTHING.

IF YOU FIND SOMEONE ON THE OTHER SIDE OF THE TABLE THAT IS RESPONSIVE YOU HAVE FERTILE GROUND TO CONTINUE TO EXPLORE BARGAINING UNDER THIS CONCEPT. IF YOU WANT TO MOVE FORWARD YOU NEED TO CONSIDER BREAKING SOME OLD HABITS.

THERE IS A GREAT TEMPTATION TO PUT EVERYTHING IN YOUR CONTRACT PROPOSAL YOU EVER DREAMED OF HAVING. HOWEVER, THIS IS AN EASY APPROACH. YOU MUST ANALYZE YOUR "LAUNDRY LIST" OF ITEMS AND SEPARATE OUT YOUR NEEDS FROM YOUR DESIRES. FOR THE MOST PART YOU SHOULD GET RID OF MOST OF THOSE ITEMS IN THE DESIRE AREA AND FOCUS IN ON THE NEEDS AREA. OTHERWISE THE PACKAGE COULD SEEM SO OFFENSIVE IT COULD ELIMINATE THE WHOLE CONCEPT OF MUTUALLY COOPERATIVE AND BENEFICIAL BARGAINING.

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YOU ALSO MUST EXPLORE THE SITUATION TO DETERMINE IF THERE ARE SOME MUTUAL AREAS OF INTEREST TO BOTH THE FACULTY AND THE COLLEGE.

THE COMMON BARGAINING WISDOM OF THE LATE 1960'S AND 1970'S WAS TO ASK FOR 50 TO 75 ITEMS AND TRY TO GET 5 IMPORTANT ONES. UNDER A COOPERATIVE APPROACH, YOU MAY COME TO THE BARGAINING TABLE WITH ONLY 8 OR 9 ITEMS AND MAY STILL GET THE SAME 5 KEY ITEMS. IF YOU COME IN WITH 50 TO 75 ITEMS, YOU MAY END UP WITH 18 MONTHS OF TROUBLE BECAUSE THERE IS A REAL RELUCTANCE TO GIVE UP ON ANY OF THESE "IMPORTANT" ITEMS AND THUS A REAL RELUCTANCE TO GET TO THE END OF THE BARGAINING PROCESS.

NOT ONLY DO YOU HAVE TO ANALYZE YOUR OWN PROPOSALS IN TERMS OF NEEDS AND DESIRES, BUT YOU NEED TO ANALYZE THE FACULTY PROPOSALS IN THE SAME LIGHT.

YOU SHOULDN'T START WITH A TOTALLY NEGATIVE ATTITUDE ABOUT ANY OF THE PROPOSALS. YOU MUST ANALYZE

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AND ASSESS THEM IN TERMS OF POTENTIAL IMPACT, BENEFITS, ETC.

AT GENESEE, IN 1980 THE CENTERPIECE OF THIS WHOLE APPROACH WAS FICA II. THE DESIRE TO COOPERATE WAS COMMUNICATED AND THERE WAS A RECEPTIVENESS COMMUNICATED BACK TO US. THE COLLEGE UNDERSTOOD THE NEED OF THE FACULTY TO GET A GOOD RAISE BUT ALSO WAS AWARE THAT THE COUNTY HAD LIMITED THE PAY INCREASES GIVEN TO ITS OWN COUNTY EMPLOYEES. THE FACULTY UNION WAS AWARE OF THIS SITUATION. THE UNION ALSO WANTED A PACKAGE OF IMPROVED HEALTH BENEFITS, MOST OF WHICH ALL STATE EMPLOYEES ALREADY HAD, BUT FEW OF WHICH EXISTED AMONG COUNTY EMPLOYEES. THE COLLEGE WANTED TO INCREASE FACULTY WORKLOAD BUT THIS WAS STRONGLY RESISTED BY THE FACULTY. WE ALSO DESIRED TO HAVE A LONG TERM CONTRACT FOR ALL OF THE MONEY SAVING, TIME AND ENERGY SAVING, AND ALL OF THE PSYCHOLOGICAL BENEFITS A TRULY "CLOSED END" LONG TERM CONTRACT CAN BRING.

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AFTER SEVEN SESSIONS -- 2 OF WHICH CONSISTED OF LUNCHES, 1 BREAKFAST, 1 DINNER MEETING AND 3 OVER THE TABLE — A FOUR YEAR CONTRACT WAS DEVELOPED AND OVERWHELMINGLY APPROVED BY THE FACULTY, THE BOARD OF TRUSTEES AND BY A 6 TO 3 MARGIN OF COUNTY LEGISLATORS.

FICA II, THE PAYMENT OF THE EMPLOYEES' SHARE OF FICA, WAS BARGAINED FOR INSTEAD OF THE 8 - 9% RAISE THAT THE FACULTY HAD ANTICIPATED. THE COLLEGE SAVED DOLLARS ON THIS (APPROXIMATELY $60,000 OVER THE FIRST 4 YEARS) SINCE THE LAW PROVIDED THAT YOU DID NOT HAVE TO PAY FICA ON THESE FICA PAYMENTS. WE WERE ABLE TO DO THIS BECAUSE WE UNDERSTOOD THE FACULTY'S NEED FOR MORE DOLLARS AND WANTED TO GET THE DOLLARS TO THE FACULTY. THEY WOULD HAVE PREFERRED A STRAIGHT SALARY INCREASE BUT UNDERSTOOD OUR PROBLEMS WITH THE COUNTY AND SO WE COULD COME TO THIS AGREEMENT.

WE WERE THEN ABLE TO UTILIZE THE MONEY SAVED BY FICA II TO BUY SOME OF THE HEALTH BENEFITS WE WANTED

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TO GIVE THE FACULTY WHICH WERE SIMILAR TO SOME THAT THEY WERE SEEKING. HOWEVER, WE COULD ONLY DO THIS OVER A LONG PERIOD OF TIME. THUS WE CONVEYED OUR NEED FOR A LONG TERM CONTRACT IN ORDER TO PHASE IN THE HEALTH BENEFITS OVER A FOUR YEAR PERIOD. IN ADDITION WE NEEDED SOME INCREASED FACULTY PRODUCTIVITY IN THE FORM OF INCREASED TEACHING LOAD TO SELL THE PACKAGE. WE ADDED AN INCREASE OF ONE CONTACT HOUR IN THE THIRD YEAR AND ONE MORE IN THE FOURTH YEAR TO INCREASE THE TEACHING LOAD TO AN ANNUAL COUNT OF 32 CREDITS OR 38 CONTACT HOURS ANNUALLY. PROVISIONS WERE ALSO MADE TO WAIVE THE TUITION FOR SPOUSES AND CHILDREN ATTENDING THE COLLEGE FULL-TIME.

THERE WAS AN INCREASE IN LIFE INSURANCE COVERAGE AND DISABILITY BENEFITS. THESE WERE AREAS OF CONCERN WE HAD DUE TO SOME RECENT DEATHS AND SERIOUS ILLNESS OF FACULTY AND STAFF MEMBERS.

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THE SO CALLED "BOTTOM LINE" IS THIS: THERE WERE SEVERAL GOALS THE COLLEGE HAD SET FOR ITSELF AND WE WERE ABLE TO ACCOMPLISH THEM, ESPECIALLY IN MAINTAINING A NUMBER OF CLAUSES IN THE CONTRACT THAT HAD BEEN HELPFUL TO US OVER THE YEARS. IT WAS A CONTRACT THAT ALLOWED US TO MAINTAIN A CONTINUING 4 YEAR RENEWABLE CONTRACT INSTEAD OF TENURE AND THAT ALSO ALLOWED US TO KEEP A RETRENCHMENT CLAUSE THAT HAD PROVED TO BE WORKABLE OVER THE YEARS -- ONE THAT WORKED SO WELL THAT WE HAVE HAD A HANDFUL OF "VOLUNTARY RETRENCHMENT" CASES.

THE RESULTS OF THE 1980 NEGOTIATIONS CAN BE MEASURED IN IMPROVED FACULTY/ADMINISTRATION AND FACULTY/BOARD RELATIONS. IN ADDITION, ONE OF THE UNSUNG BENEFITS OF A MUTUALLY BENEFICIAL COOPERATIVELY DEVELOPED CONTRACT IS A POSITIVE APPROACH TO CONTRACT ADMINISTRATION WHEREBY OVER THE FOUR YEAR CONTRACT PERIOD, THERE WERE LESS THAN FIVE GRIEVANCES -- NONE OF

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WHICH WENT BEYOND THE SECOND STAGE MEET-AND-CONFER LEVEL.

ANOTHER MAJOR OUTCOME WAS THE ABILITY TO PARLAY THE USE OF THIS EXPERIENCE INTO AN OFFER TO MEET WITH THE UNION LEADERSHIP AT THE END OF THE 3RD YEAR OF THE CONTRACT IN ORDER TO EXTEND THE PRESENT CONTRACT IF WE COULD LIMIT DISCUSSIONS TO ONLY DOLLARS. WE AGREED THAT THE SESSIONS TO DISCUSS THIS WOULD BE INFORMAL AND NEITHER SIDE WOULD BRING IN OUR PROFESSIONAL NEGOTIATORS.

AFTER 3 MEETINGS WE AGREED TO EXTEND OUR PRESENT CONTRACT FOR TWO YEARS — UNTIL AUGUST 31, 1986. AGAIN THERE WAS COMMUNICATION OF OUR INTEREST AND INTENT TO COOPERATE. THERE WAS AN UNDERSTANDING OF THE FACULTY'S NEED FOR ADDITIONAL DOLLARS. THE FACULTY UNDERSTOOD MY DESIRE FOR AN EXTENDED CONTRACT AND MY LIMITATIONS TO INCREASE THEIR SALARY BY STRAIGHT DOLLAR OR PERCENTAGE INCREASES. THEY ALSO KNEW THAT THE

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COLLEGE WANTED TO ADDRESS SOME SALARY INEQUITIES THAT NORMALLY COULD NOT BE ADDRESSED WITHIN THE BARGAINING PROCESS.

THE PROVISIONS OF THE CONTRACT EXTENSION WERE SOMEWHAT INNOVATIVE BUT ONCE AGAIN MET OUR INDIVIDUAL GOALS AND THOSE FOR THE COLLEGE AS A WHOLE. SALARY INCREASES WERE BASED ON COST OF LIVING, BUT WITH A MAXIMUM OF 7.5% AND A MINIMUM OF 5.5% EACH YEAR. IN ADDITION THERE WAS A 1% PRESIDENTIAL DISCRETIONARY FUND (1% OF TOTAL SALARIES) TO INCREASE FACULTY SALARIES THAT WAS FOR THE EXCLUSIVE USE OF THE PRESIDENT. THE FUNDS WERE TO BE GIVEN TO UNIT MEMBERS ONLY. IN ADDITION ANOTHER 1/2% OF DISCRETIONARY FUNDS WOULD BE MADE AVAILABLE IF A CERTAIN ENROLLMENT TARGET WAS HIT. IT WAS A CONCEPT OF "SHARING THE WEALTH." IF WE COULD INCREASE OUR ENROLLMENT AND GENERATE MORE REVENUE WE WOULD SHARE SOME OF THIS REVENUE WITH THE FACULTY.

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THIS IS A CONCEPT THAT IS WORTH EXPLORING IN FUTURE CONTRACTS AND USING AS ONE OF THE CENTERPIECES OF NEGOTIATIONS. THERE WERE SOME MINOR ADJUSTMENTS OF THE CONTRACT AND I AM SURE THAT THE FACULTY WAS RELIEVED THAT THE FICA II CONCEPT WOULD NOT HAVE TO BE REVIEWED ONCE AGAIN BY THE COUNTY LEGISLATURE. FOR THE COLLEGE, THE GOAL WAS MET TO HAVE SOME DISCRETIONARY FUNDS FREE TO PROVIDE SELECTED FACULTY AND STAFF MEMBERS WITH SOME WELL DESERVED SALARY INCREASES THAT, IN SOME CASES, WERE MUCH NEEDED IN TERMS OF EQUITY.

ONE SIDE NOTE ON THE DISCRETIONARY INCREASES. (STORY OF KING RICHARD AND HIS KNIGHT SIR CHARLES). THIS IS THE ONLY TIME IN ALMOST A DECADE OF SERVICE AS PRESIDENT OF GENESEE COMMUNITY COLLEGE THAT I RECEIVED UNANIMOUS ENCOURAGEMENT, EVEN INSISTENCE THAT THE PRESIDENT TAKE FULL RESPONSIBILITY AND TAKE FULL CREDIT FOR SELECTING THE RECIPIENTS OF THE DISCRETIONARY FUNDS. THE UNION DIDN'T WANT TO TAKE ANY CREDIT AND EVEN THE

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DEANS STRONGLY FELT THAT IT WOULD BE BETTER IF THE PRESIDENT DIDN'T GIVE THEM ANY CREDIT FOR INPUT INTO WHO RECEIVED THE DISCRETIONARY INCREASES. FORTUNATELY PHASE #1 OF THE DISCRETIONARY INCREASES HAS WORKED OUT FAIRLY WELL.

I HAVE UNDOUBTEDLY OVERSIMPLIFIED THE PROCESS THAT WE WENT THROUGH IN OUR MUTUALLY BENEFICIAL COLLECTIVE BARGAINING PROCESS. I TOTALLY AGREE WITH DR. ROBERT BIRMBAUM'S VIEW THAT THIS TYPE OF BARGAINING IS FAR TOUGHER AND MORE DEMANDING AND A MUCH RISKIER PROCESS THAN THE TRADITIONAL BARGAINING APPROACH. IT IS INDEED AN EXCITING, FOCUSED, PROBLEM SOLVING APPROACH THAT IS NOT FOUND IN THE TRADITIONAL BARGAINING SETTING.

IT IS, HOWEVER, AN APPROACH TO BARGAINING THAT CAN LEAVE ALL PARTIES FEELING A LOT BETTER ABOUT THEMSELVES, THE INSTITUTION AND THE PEOPLE THEY WORK WITH AFTER ALL OF THE BARGAINING IS CONCLUDED. MY GOAL IS TO GET ANOTHER EXTENSION OF OUR PRESENT CONTRACT. IN

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A COUPLE OF YEARS, IF I AM SUCCESSFUL, I'LL STOP BACK

AND TELL YOU HOW THINGS WORKED OUT.

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